

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

7 GATES, LLC

Plaintiff,

VS.

AmGUARD INSURANCE COMPANY, :
JOHN DOES 1-10 (Fictitious persons their :
true identities being unknown),JANE DOES :
1-10 (Fictitious persons their true Identities :
being unknown), ABC CORPORATIONS :
1-10 (Fictitious entities their true identities :
being (unknown), ABC INSURANCE :
COMPANIES 1-10 (Fictitious entities their :
true identities being Unknown) :
Defendants. :

: CIVIL ACTION NO: 2:24-cv-9066-MEF-SDA
:
:
:
: Honorable Stacey D. Adams, U.S.M.J.

AMENDED COMPLAINT

Plaintiff, 7 Gates LLC (collectively, “Plaintiffs” by way of Complaint against Defendants, AmGUARD Insurance Company improperly plead as Berkshire Hathaway Guard Insurance Companies (collectively, “Defendants”), hereby allege and state:

NATURE OF THE ACTION

1. This matter arises from Defendants' violations of separate acts of fraud, failure to pay, breach of contract, breach of the duty of good faith and fair dealing, and unjust enrichment, among other claims.

2. The plaintiff is the owner of a house located at 189 US Highway 46 W,
Borough of Lodi, County of Bergen and State of New Jersey.

3. Defendant, AmGUARD Insurance Companies, upon information and belief is a company, with an address of P.O. Box 1368, Wilkes-Barre, State of Pennsylvania and licensed to do business in New Jersey.

4. Defendant under policy owes Plaintiff a duty to insure his property policy that Defendant provided to Plaintiff; however, the acts of Defendants aforesaid breach the said duty owed to Plaintiffs and as a result of the said breach, Plaintiffs have suffered and will continue to suffer in the future damages.

5. Defendants failed to pay for the damages due to a storm.

6. Therefore, there is due, unpaid and owing from Defendants to Plaintiff the sum of \$90,000.00 for damages.

7. At all relevant times, Defendants engaged in unfair and/or unconscionable practices, deception, fraud, false pretense, false promises, misrepresentation or the knowing concealment, suppression, or omission of material fact with the intent that Plaintiff would rely on such concealment, suppressions, or omissions to their detriment in violation.

8. The representations and statements made by Defendants were false and misleading and Defendants knew that same were false and misleading when he represented same.

9. The acts of defendants aforesaid are a breach of the hereinabove agreement and as a result of said breach of the defendants the plaintiff has been damaged.

WHEREFORE plaintiff demand Judgment against the defendants, jointly or severally, for damages, interest, costs of suit, attorneys' fees, if appropriate, and such other and further relief as the court deems just.

SECOND COUNT

1. Plaintiff repeats and realleges each and every allegation contained in the First Count of the Complaint, inclusive, as if each were fully set forth herein.

2. The Defendant by the acts aforesaid has been unjustly enriched inequitably allowing himself to benefit to the detriment of the plaintiff.

WHEREFORE, Plaintiff demands Judgment against Defendant in the amount of \$40,000.00, for compensatory damages, interest, and such other relief as the court deems equitable and just.

THIRD COUNT

1. Plaintiff repeats and realleges each and every allegation contained in the First and Second Count of the Complaint, inclusive, as if each were fully set forth herein.

compensatory damages, interest, and such other relief as the court deems equitable and just.

2. Defendant owed Plaintiff a duty of good faith and fair dealings and as a result of the acts aforesaid Defendant breached the said duty of good faith and as a result of the said breach, the plaintiff has suffered damages.

WHEREFORE, Plaintiff demand Judgment against the Defendant in the amount of \$90,000.00 for compensatory damages, interest, and such other relief as the court deems equitable and just.

FOURTH COUNT

(Breach of Contract)

1. Plaintiff repeats and re-aver each and every one of the allegations set forth in the preceding paragraphs of this Complaint with the same force and effect as if each were fully set forth at length herein.

2. Plaintiff and Defendant, entered into an Agreement.

3. Under the parties' agreement, Defendants agreed to, among other things, to

pay for services rendered.

4. Defendants breached the parties' agreement by, among other things: (i) failing to pay monthly fees.

5. As a direct and proximate result of Defendants' failures, Plaintiffs have suffered and will continue to sustain damages, costs, and expenses.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Awarding compensatory, consequential, incidental, and punitive damages;
- b. Awarding pre- and post-judgment interest;
- c. Awarding Plaintiffs their attorney's fees, costs, and disbursements; and
- d. Awarding such other relief as the Court deems just, equitable and proper.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4 Spencer B. Robbins is hereby designated as trial counsel in the above captioned matter.

DEMAND FOR JURY TRIAL

Demand is hereby made for trial by jury.

CERTIFICATION PER R.4.5-1 (b) (3) and R. 1:38-7(b)

I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7 (b).

CERTIFICATION PER RULE 4:5-1

The undersigned certifies that the above matter is not the subject of any other litigation or any other arbitration proceeding now pending or contemplated. There are no other parties now known who should be joined in this action.

Dated: January 9, 2025

ROBBINS & ROBBINS, LLP

By: /s/ Spencer B. Robbins, Esq.
Attorney for Plaintiff
Spencer B. Robbins, Esq.
568 Amboy Avenue
Woodbridge, NJ, 07095

CERTIFICATION OF SERVICE

I hereby certify that on January 9, 2025, I caused Plaintiff, 7 Gates LLC's Amended Complaint, Demand for Jury Trial and this Certification of Service to be electronically filed with the Clerk of the United States District Court for the District of New Jersey, and to be served on all counsel of record as follows:

Robert M. Wolf, Esq.
Finazzo Cossolini O'Leary Meola & Hager, LLC
67 East Park Place, Suite 901
Morristown, NJ 07960

By: /s/ Spencer B. Robbins, Esq.